

W-2 RELATED PROGRAMS FUNDING AND REQUESTED TECHNICAL CHANGES

CONTRACT AMENDMENT to the WISCONSIN WORKS (W-2) and RELATED PROGRAMS CONTRACT for the period January 1, 2004 through December 31, 2005 by and between the Wisconsin Department of Workforce Development and «Field1»

The Wisconsin Works (W-2) and Related Programs Contract and Amendments (if any) are amended to issue funding for two (2) W-2 Related Programs, Job Access Loans (JAL) and the supplemental Food Stamp Employment and Training (FSET) Program, and to issue technical changes to the Contract, as requested by W-2 agencies.

1. Contract section 5 is amended to read:

5. Notices Relating to Termination, Breach, Noncompliance, or Failure Penalty

Any notice or demand relating to termination, breach, noncompliance, or failure penalty shall be in writing and either delivered personally, by fax followed by certified mail, or by certified mail, return receipt requested, addressed to the Contract Manager. (See Contract section 3, Contract Manager.) Notices sent by fax must be followed up by certified mail or by regular mail within twenty-four (24) hours of the fax send time. The mail follow-up must be the same documents as the fax (no additional or changed documents may be included in the mailed follow-up).

2. Contract section 11.5.2.1 is amended to read:

11.5.2.1 Modifications – Substantive

If the Department determines that a substantive change is needed to the W-2 Plan, the Department shall notify the W-2 agency. The W-2 agency shall, within ten (10) business days of notification by the Department, submit a written proposed W-2 Plan Modification to the Department's Contract Manager. The Department's Contract Manager shall notify the W-2 agency of the Department's approval or disapproval of the proposed W-2 Plan Modification within ten (10) business days.

3. Contract section 20.1 is amended to read:

20.1 Without Cause

Either Party may terminate the Contract without cause upon written notice effective at the end of the month in which the one hundred and twentieth (120th) calendar day occurs.

4. Contract section 25.1 is amended to read:

25.1 State Goal

The State of Wisconsin has a goal of placing five percent (5%) of its total purchasing dollars with certified minority business enterprises ("MBE"). (See sections 15.107(2), 16.74(4), 16.755 and 560.03(2) of the Wisconsin Statutes.) The W-2 agency is encouraged to purchase services and supplies from MBEs certified by the Wisconsin Department of Commerce, Bureau of Minority Business Development.

5. Contract section 27.3 is amended to read:

27.3 State or Federal Audit Exceptions

The Parties to the Contract agree that the W-2 agency shall be held liable for any State or federal audit exceptions in which acts or omissions of the W-2 agency are cited and the W-2 agency shall return to the Department all payments made under the Contract to which exception has been taken and proven or which have been disallowed because of such an exception. The Department agrees to interpret this provision in a manner that will not unfairly penalize a W-2 agency that has followed the Department's written policies and instructions.

6. Contract section 38 is amended to read:

38. Insurance Responsibility

The W-2 agency and any subcontractors performing services for the State of Wisconsin shall:

- a) Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in work;
- b) Maintain worker's compensation insurance, as required by Wisconsin Statutes, for participants in Community Service Job ("CSJ"), Wisconsin Works Transition positions, and Food Stamp Employment and Training work experience and for those repaying Job Access Loans through volunteer work or gaining work experience through volunteer work; and
- c) Maintain commercial liability, bodily injury and property damage insurance against any claim(s) that might occur in carrying out the Contract. Minimum coverage shall be One Million Dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the Contract. Minimum coverage shall be One Million Dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
- d) A county is not required to carry insurance coverage under this provision to the extent that its employees are covered by a self-insurance program under sec. 895.46, Wis. Stats.

7. The narrative section of Contract Appendix A is amended to add language to clarify the Department's intent to work with W-2 agencies prior to implementing any funding adjustment (See the last paragraph of the Base Allocation section.) and to add information on the Food Stamp Employment and Training (FSET) supplement allocation (See the fourth dot point in the Funding Outside the Base Allocation section.). The W-2 agency's financial allocation chart, including the allocations for FSET and Job Access Loan (JAL) is issued. The revised documents are attached.

8. Response Item 2.5.6 is amended to include Refugee Medical Assistance and to read:

2.5.6 Refugee Cash Assistance and Medical Assistance

Summary:

The W-2 agency is responsible for administering Refugee Cash Assistance and Medical Assistance.

The W-2 agency will administer Refugee Cash Assistance and Medical Assistance in accordance with federal rules and regulations.

Response Item:

Describe your agency's plan for Refugee Cash Assistance and Medical Assistance. Include the following in your response:

Your agency's plans to administer the Refugee Cash Assistance and Medical Assistance eligibility determinations, including who will determine eligibility, how the language needs of arriving refugees will be met, how services will be coordinated with voluntary resettlement agencies and FSET, and how applicants will be referred to refugee employment and training services.

9. Response Item 2.5.3, Workforce Attachment and Advancement is deleted:

There is no funding available for Workforce Attachment and Advancement.

All other terms of the Contract continue except as amended in this Amendment.

IN WITNESS THEREOF, the Department and the W-2 agency have executed this Amendment on the dates set forth below.

 Bill Clingan, Administrator
 Division of Workforce Solutions
 Department of Workforce Development

 Signature

 Name printed
 W-2 Agency Authorized Representative

 Date

 Date